

Form of Agreement with George J. Pagliarulo, d/b/a
Transit Insurance Agency, Conveying Parcel No. 6 in
New York Streets Project Area.

ADOPTED AT MEETING OF
February 14, 1958

Agreement entered into this _____ day of _____, 19 _____,
by and between the Boston Redevelopment Authority, a body politic and corporate,
organized and existing pursuant to Chapter 121 of the General Laws of the Commonwealth
of Massachusetts, its successors and assigns, hereinafter referred to as the "Authority",
and George J. Pagliarulo d/b/a/ TRANSIT INSURANCE AGENCY
hereinafter referred to as the "Redeveloper", his or its successors, assigns or
grantees.

WHEREAS, on September 1, 1954, the Authority adopted a Land Assembly and Re-
development Plan, "New York Streets Project", which plan is hereby incorporated by
reference and made a part of this agreement; said Redevelopment Plan being recorded
in Suffolk Registry of Deeds, Book 7244, pages 18 to 25; and

WHEREAS, the Authority has, pursuant to the United States Housing Act of 1949,
as amended, and Chapter 121 of the General Laws of Massachusetts, as amended, acquired
and cleared a certain parcel of land, shown as parcel Number 6
on a plan entitled: "Urban Renewal Division, Boston Housing Authority, New York
Streets Project U. R. Mass. 2-1, Land Disposition Plan, Hayden, Harding & Buchanan,
Inc., Consulting Engineers, Boston 35, Mass.", dated March 6, 1957, and recorded
in Suffolk Registry of Deeds, Book 7263, Page 345; said parcel bounded and described
as follows:

Parcel No. 6

beginning at a point on the Northwesternly side line of Albany Street, 155.97 feet
Southwesterly from a point of curve on Albany Street at the Westerly intersection of
the Southwesterly side line of Castle Street and the Northwesternly side line of Albany
St.;

thence running S 160 - 37' - 48" W, a distance of 32.00 feet on the Northwesternly
side line of Albany Street to the intersection of the Southwesterly lot line;

thence turning and running N 730 - 28' - 02" W, a distance of 100.00 feet on the
Southwesterly lot line to the intersection of the Northwesternly lot line;

thence turning and running N 160 - 37' - 48" E, a distance of 32.00 feet on the
Northwesternly lot line to the intersection of the Northeastly lot line;

thence turning and running S 730 - 28' - 02" E, a distance of 100.00 feet on the
Northeastly lot line to the point of beginning. Containing 3,200.02 square feet.

The fee in the above Parcel No. 6 is extended to include the fee to the center
line of that portion of Albany Street that abuts Parcel No. 6, and subject to any
and all easements of public highway and public easements of travel in and to the
above named public street. All as shown on plan of Hayden, Harding & Buchanan, Inc.,
titled Land Disposition Plan, Urban Renewal Division, Boston Housing Authority, New
York Streets Project, U. R. Mass. 2-1, dated March 6, 1957, revised June 26, 1957.

and

WHEREAS, the redeveloper has agreed to purchase said parcel of land and to hold the same pursuant to and in conformity with the said redevelopment plan.

NOW, THEREFORE, each of the parties for and in consideration of the promises and agreements of the other party hereto does COVENANT AND AGREE as follows:

The Authority, in consideration of the payment of Four thousand, four hundred and eighty dollars (\$4,480.00)----- to it by the Redeveloper, shall convey to the Redeveloper by quitclaim deed said Parcel No. 6, containing 3200 square feet, more or less, as shown on said plan. The Redeveloper shall accept delivery of the deed and make payment for the same by cash or certified check within 30 days of the signing of this agreement. Upon the execution of this agreement, the Redeveloper will deposit with the Authority cash or a certified check in an amount equal to ten per cent (10%) of the total price. In the event the Redeveloper does not accept conveyance within thirty days and make payment for the land, said deposit shall be retained by the Authority as liquidated damages and all other rights of the parties under this agreement shall cease.

The Redeveloper, his successors and assigns, agree to refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument, whereby the property conveyed to him by virtue of this instrument is restricted upon the basis of race, creed or color in the sale, lease or occupancy thereof. This covenant shall run with the land.

The Redeveloper, his successors and assigns agree that:

Taxes based on the actual purchase price for this property and at the current tax rate shall be apportioned as of the date of the delivery of the deed.

(1) he will not, without the prior written consent of the Authority, sell or convey the land sold to him pursuant to this agreement during the life of the redevelopment plan for a consideration

greater than the actual cost to the Redeveloper of the land, including the costs of any improvements made thereon and carrying charge, and

- (2) that he shall not so sell or convey said land until after completion of any contemplated construction, provided that securing of a mortgage shall not be a violation of this clause and provided that any mortgagee shall take subject to this agreement and Redevelopment Plan, and
- (3) he will construct a brick office building consisting of three floors.

The dimensions of the building will be 28' by 45' and will be constructed 8' back from the line of Albany Street. Said building will be constructed pursuant to and in conformity with the Redevelopment Plan. Construction of said building will commence within six (6) months of the date of delivery of the deed and will be completed within six (6) months of the signing of the construction contract with a contractor selected by the Redeveloper. The Redeveloper shall prior to thirty (30) days of the commencement of the construction of the said building submit to the Authority, plans and specifications in sufficient detail to enable the Authority to determine Redevelopers' compliance with this Agreement and the Redevelopment Plan. When construction has been completed, the Authority shall issue a certificate of completion or satisfaction and the certificate shall be a conclusive determination of satisfactory completion of the construction of buildings and improvements required of the Redeveloper under the terms of this agreement and thereafter the Redeveloper his successors and assigns shall be relieved of all further obligations, restrictions and conditions contained in this agreement excepting only such restrictions and covenants as are intended to run with the land.

The terms and conditions of this Agreement shall survive delivery of the deed. The land to be conveyed under this Agreement is subject to the Redevelopment Plan, recorded in Suffolk Registry of Deeds, Book 7244, page 18.

BOSTON REDEVELOPMENT AUTHORITY

BY: _____

Title: _____

WITNESS:

BY: _____

d/b/a _____

BY: _____

Title: _____

